



**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**
9150 EAST IMPERIAL HIGHWAY, CALIFORNIA 90242
(562) 940-2501



ROBERT B. TAYLOR
Chief Probation Officer

June 29, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZATION TO ACCEPT FUNDS FROM THE OFFICE OF TRAFFIC AND
SAFETY WITH THE COUNTY OF SAN DIEGO PROBATION DEPARTMENT AS
GRANT ADMINISTRATOR**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt a Resolution (Attachment I) to support the County's participation in the California Probation Adult Felony and Repeat DUI Offender Program with the County of San Diego Probation Department as the grant administrator.
2. Authorize the Chief Probation Officer to execute Memorandum of Agreement (MOA) after approval as to form by County Counsel, substantially similar to the attached sample agreement (Attachment II) with the County of San Diego to accept Los Angeles County's allocation of \$1,764,046 of the \$5.0 million from the Office of Traffic Safety (OTS) funds for 17 California county probation departments over a three-year period.
3. Delegate authority to the Chief Probation Officer to prepare and sign amendments to change the budget and/or the scope of this MOA if the change is necessitated by additional and necessary services that are required in order to comply with changes in federal, State, or County requirements. The approval of County Counsel will be obtained prior to executing such amendments.
4. Delegate authority to the Chief Probation Officer to prepare and sign non-financial agreements with other governmental agencies collaborating in the grant-funded program. The approval of County Counsel will be obtained prior to executing such agreements.

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PURPOSE/JUSTIFICATION OF RECOMMENDATION

The purpose of the recommended actions is to authorize the Chief Probation Officer to accept grant funding from the California Office of Traffic and Safety (OTS) on behalf of the County of Los Angeles. The grant funds were awarded to 17 counties with the County of San Diego (CSDPD) as the grant administrator.

The total grant award is in the amount of \$5 million over a three-year period. Los Angeles County's allocation is \$1,764,046. The funds will be accepted following your Board's approval.

The grant funds will be utilized to help reduce the number of alcohol related traffic accidents by increasing the supervision of current caseloads for probationers with multiple DUI convictions in the Pomona Valley area. The goal of the program is to reduce the number of persons killed or injured in alcohol-involved collisions by approximately 10% by May 31, 2009 within the target area.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal 1: Service Excellence: Provide public with quality information and service that are both beneficial and responsive; and Goal #4: Fiscal Responsibility: Strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING

The County of Los Angeles' allocation is \$1,764,046 over a three-year period, commencing June 1, 2006 through May 31, 2009. There is no net County cost (NCC) match requirement, and there is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In December 2005, the CSDPD applied for the State OTS grant targeting DUI offenders on probation. The grant application was submitted on behalf of 17 county probation departments, including the County of Los Angeles. CSDPD is the lead agency on the

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grant and will serve as the grant administrator. The purpose of the grant funds is to help reduce the number of alcohol related traffic accidents by maximizing the ability to supervise caseloads for probationers with multiple DUI convictions. Due to the large number of DUI cases, Probation will target the Pomona Valley area in the County of Los Angeles.

On May 30, 2006, the SDCPD notified Probation that OTS had approved the grant award; however, OTS delayed the implementation date for the funded program to allow counties to obtain the required resolutions and approvals from their respective Boards. In Los Angeles County, Probation intends to implement the DUI program on August 1, 2006, following approval by your Board. .

IMPACT ON CURRENT SERVICES

The OTS funds will allow Probation to enhance current DUI-related services in the Pomona Valley area.

Respectfully submitted,



Robert B. Taylor
Chief Probation Officer

RBT:yy

Attachments (2)

c: Executive Officer, Board of Supervisors
Chief Administrative Officer
County Counsel

**ADOPT A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES EXPRESSING SUPPORT AND AUTHORIZING PARTICIPATION IN
THE CALIFORNIA PROBATION ADULT FELONY AND REPEAT DUI OFFENDER
PROGRAM**

WHEREAS, California Vehicle Code Sections 2908 and 2909 provide for the apportionment of federal highway safety funds through Office of Traffic Safety to state and local governmental agencies, and the Office of Traffic Safety distributes federal funding apportioned to California under the National Highway Safety Act and the Transportation Equity Act for the 21st Century (TEA-21); and

WHEREAS, in accordance with these statutes, the County of Los Angeles Probation Department desires to participate in the California Probation Adult Felony and Repeat DUI Offender Program with the County of San Diego Probation Department as the grant administrator; and

WHEREAS, the Board of Supervisors supports the County's participation in this program with the County of San Diego as the grant administrator.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the County of Los Angeles Board of Supervisors approve the County's participation in the DUI Offender Program as a sub-grant participant with the County of San Diego,

IT IS FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles authorize the Chief Probation Officer, or his designee, to submit and/or to sign any Memorandums of Agreement with participating counties, amendments, or extensions thereof.

IT IS FURTHER RESOLVED that the County of Los Angeles will adhere to the statutory requirements of the National Highway Safety Act and the Transportation Equity Act for the 21st Century (TEA-21), investment of allocated monies, including any interest earnings, expenditure of said funds, and the submission of required reports to the Office of Traffic Safety.

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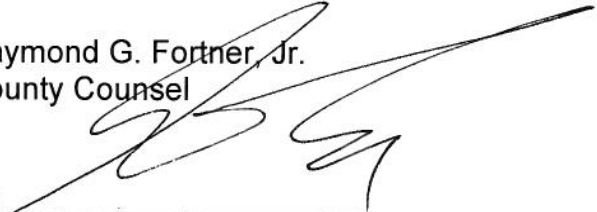
The foregoing resolution was on the day _____ day of _____, 2006, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which Board so acts.

SACHI A. HAMAI
~~VIOLET VARONA LUKENS~~, Executive Officer-
Clerk of the Board of Supervisors of the County
of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By 

Gordon W. Trask
Principal Deputy County Counsel

- DRAFT -
Memorandum of Agreement
LOS ANGELES COUNTY AND SAN DIEGO COUNTY
California Probation Felony and Repeat DUI Offender Program
Office of Traffic Safety Grant Project # AL0699
June 1, 2006 through May 31, 2009

Parties

This Memorandum of Agreement ("MOA") is made between the County of San Diego by and through its Department of Probation and the County of Los Angeles by and through its Department of Probation. The parties to this MOA may be referred to herein collectively as the "parties" or individually as a "party."

Recitals

1. The Office of Traffic Safety (OTS) distributes federal funding apportioned to California under the National Highway Safety Act and the Transportation Equity Act for the 21st Century (TEA-21). Grants are used to mitigate traffic safety program deficiencies, expand ongoing activities, or develop new programs. OTS grants address traffic safety priority areas including Driving Under the Influence (DUI).

2. The Chief Probation Officers of California (CPOC) were presented an opportunity to apply for \$5,000,000 of OTS funds and distribute these funds statewide over a three-year period. Due to the fact that CPOC has non-profit status, it cannot be the grantee of the OTS funds. The CPOC selected County of San Diego Probation Department ("San Diego Probation Department") to apply for and accept the grant and administrate the distribution of the grant funds to participating counties.

3. As grant administrator, San Diego Probation Department will receive a 5.2 percent overhead allocation (\$260,436) over three years to cover the costs of the fiscal responsibilities associated with administering the grant. Responsibilities include, but are not limited to, facilitating the claiming and reporting processes and coordinating other grant activities over the next three years. San Diego Probation Department believes that the statewide implementation of a DUI Offender program is a worthy endeavor because it provides much needed intensive supervision and intervention services to a high risk DUI offender population.

4. On December 13, 2005, the County of San Diego Board of Supervisors approved the submittal by San Diego Probation Department of an OTS grant application for \$5,000,000 and further approved San Diego Probation acting as the grant administrator upon receipt of the grant funds. In accordance with that Board of Supervisor approval, San Diego Probation Department submitted a single statewide proposal, as required by OTS, on behalf of 17 California county probation departments. OTS approved the statewide proposal on May 9, 2006. On June 13, 2006 (6), the County of San Diego Board of Supervisors approved the acceptance of the OTS grant

and adopted a resolution authorizing the San Diego Probation Department to participate in the DUI Offender Program and to act as administrator of the grant, entering into memoranda of agreement with participating counties.

5. Apart from the aforementioned 5.2 percent administrative allocation to San Diego Probation Department, the grant funds will be distributed based upon the 2003 DUI arrest rates as reported in the 2005 ANNUAL REPORT OF THE CALIFORNIA DUI MANAGEMENT INFORMATION SYSTEM.

6. OTS grant funds are to be used to support the goal of development, implementation, and management of the California Probation Adult DUI Offender program to provide enhanced supervision of adult DUI offenders who are on probation. Improved communication, collaboration, and information sharing between law enforcement and probation will enhance the ability to arrest probationers identified with outstanding warrants, violations of probation, and who are a danger to the community. In addition, accountability of offenders on probation for driving under the influence offenses will be significantly increased.

7. **California Probations Repeat DUI Offender Program:** Los Angeles County will provide DUI related services to offenders on probation including:

- a. **Project Goal # 9:** Reduce alcohol related collisions with resulting injuries and fatalities
- b. **Project Objective # 2:** Increase the number of home contacts, family counseling sessions, and conventional/electronic monitoring techniques/devices with program participants which may include home searches
- c. **Project Objective # 3:** Participate in stakeout and Court-sting operations with other local law enforcement.
- d. **Project Objective # 6:** Establish a "HOT" (Repeat Offender Tally) sheet or other program which consists of a list of active probationers for surveillance purposes and assistance in determining compliance with court orders
- e. **Project Objective # 8:** Conduct warrant service program operations
- f. **Project Objective # 12:** Conduct increased number of urinalysis and other drug testing
- g. **Project Objective # 16:** Conduct intensive supervision for the DUI identified probationer (2 or more arrests).

8. On _____, the Los Angeles County Board of Supervisors authorized the Los Angeles County Board of Supervisors to accept DUI Offender Program grant funds and to enter into a memorandum of agreement with the County of San Diego for the disbursement and administration of grant funds.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative should be sent to each party as follows:

<u>County of San Diego</u> <u>Probation Department</u>	<u>Los Angeles County</u>
Program Contact: <ul style="list-style-type: none"> • NAME: Rosario Rull • TITLE: Manager, Management Services • PHONE: 858-514-3120 • MAIL STOP: P-232 • EMAIL: Osee.Rull@SDCounty.ca.gov 	Program Contact: <ul style="list-style-type: none"> • NAME: R. Scott Stickney • TITLE: Intergovernmental Affairs • PHONE: 562-940-2468 • MAIL STOP: 9150 E. Imperial Highway, Downey, CA 90242 • EMAIL: Richard.Stickney@laprob.org
Accounting Contact: <ul style="list-style-type: none"> • NAME: Terry Bangayan • TITLE: Principal Accountant • PHONE: 858-514-3226 • MAIL STOP: P-232 • EMAIL: Terry.Bangayan@SDCounty.ca.gov 	Accounting Contact: <ul style="list-style-type: none"> • NAME: Laura Lambertson • TITLE: Budget/Fiscal • PHONE: 562-940-2751 • MAIL STOP: : 9150 E. Imperial Highway, Downey, CA 90242 • EMAIL: Laura.Lambertson@laprob.org

2. Parties' Responsibilities

- 2.1. **Responsibilities of San Diego Probation Department:** San Diego Probation Department will process billing for completion of work authorized pursuant to this MOA and planned deliverables.

2.1.1 San Diego County Probation will review and process appropriate claims.

2.1.2 San Diego County Probation will review and process Progress Reports.

2.2. Responsibilities of Los Angeles County:

- 2.2.1 Los Angeles County agrees to comply with all terms and conditions of the original contract between The Office of Traffic Safety and San Diego Probation Department, attached as **Attachment I, OTS 38 Grant Agreement** and **Attachment II, OTS 33 Acceptance of Conditions and Certifications ("Agreement")**, to this MOA and incorporated herein by reference.

- 2.2.2 Los Angeles County will provide the services identified in **Attachment III, Schedule A-OTS 38b Project Description ("State-Wide Proposal")**, of this MOA and incorporated herein by reference.
- 2.2.3 Los Angeles County will provide quarterly progress reports electronically no later than 15 calendar days following the end of the quarter with a signed, paper copy to be postmarked within five (5) additional calendar days. The final progress report is to be submitted electronically no later than 30 calendar days following the project end date, or June 30, 2009, with a signed, paper copy to be postmarked within ten (10) additional days, or June 10, 2009. The progress report form will be provided by San Diego County Probation Department by 30 days within project implementation. Email address for submitting progress reports is Terry.Bangayan@SDCounty.ca.gov. Progress reports and claims shall be submitted together.
- 2.2.4 Los Angeles County agrees to comply with fiscal responsibilities and requirements related to project accounting, equipment management, record retention, and audits as described in **Attachment IV, Fiscal Requirements (Chapter 4, OTS Manual)**. The online manual can be found at <http://www.ots.ca.gov/grants/program.asp>.

3. Compensation

- 3.1 Los Angeles County shall receive OTS grant funds amounting to no more than \$1,764,046 for the performance of Los Angeles County's obligations under this MOA. San Diego Probation Department agrees to disburse said OTS grant funds to Los Angeles County in arrears only after receipt and approval by San Diego Probation Department of properly submitted, detailed and itemized original invoice referencing this MOA, and once funds are made available to San Diego County Probation Department by OTS. Services to be paid for upon receipt of a claim from Los Angeles County in the format specified in **Attachment V, OTS 39a Project Claim Invoice with Instructions (Chapter 5, OTS Manual)**, incorporated herein by reference. The online claim can be found at <http://www.ots.ca.gov/forms/default.asp>.
- 3.2 Claims are to be submitted electronically to San Diego County Probation no later than 15 calendar days following the end of the quarter with a signed, paper copy to be postmarked within five (5) additional calendar days. The final claim is to be submitted electronically no later than 30 calendar days following the project end date, or June 30, 2009, with a signed, paper copy to be postmarked within ten (10) additional calendar days, or July 10, 2009. Email address for submitting claims is Terry.Bangayan@SDCounty.ca.gov. Claims and progress reports shall be submitted together.
- 3.3 Total cost shall not exceed \$1,764,046. Invoices or expenditure reports, with supporting documentation will be prepared by Los Angeles County and submitted quarterly to:

County of San Diego
Probation Department, Accounting (P-232)
9444 Balboa Ave, Suite 500
San Diego, CA 92123
Attn: Terry Bangayan, Principal Accountant

4. **Disclaimer/Disallowances:** San Diego County is not responsible for any audit disallowances that may arise from this MOA with participating counties.
5. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by each party's administrator. Budget amendments may be required.
6. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.
7. **Term:** This MOA shall become effective on the date all of the parties have signed this MOA but no earlier than June 1, 2006, and be in force until May 31, 2009.
8. **Termination:** This MOA may be terminated at any time by mutual agreement of the parties or by 30 days' written notification from either party.
9. **Indemnification:**

a. Claims Arising From Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the County of Butte, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'Butte'), from any claim, action or proceeding against Butte, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, Butte may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Butte shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

b. Claims Arising From Sole Acts or Omissions of Butte

Butte hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of Butte in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Butte of any obligation imposed by this Agreement. County shall notify Butte promptly of any claim, action or proceeding and cooperate fully in the defense.

c. Claims Arising From Concurrent Acts or Omissions

County hereby agrees to defend itself, and Butte hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Butte. In such cases, County and Butte agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

d. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and Butte agree in writing to a joint defense, County and Butte may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Butte and County. Joint defense counsel shall be selected by mutual agreement of County and Butte. County and Butte agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and Butte further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Butte.

e. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Butte may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

10. Insurance

Without limiting the indemnification of each party, it is understood and agreed that San Diego County and Butte County shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

Dated: _____

**County of San Diego,
Probation Department**

By: _____

Dated: _____

Los Angeles County

By: _____

CONTACTS

SAN DIEGO PROBATION DEPARTMENT

Program Contact:

- **NAME:** Rosario Rull
- **TITLE:** Manager, Probation Management Services
- **PHONE:** 858-514-3120
- **MAIL STOP:** P-232
- **EMAIL:** Osee.Rull@SDCounty.ca.gov

Accounting Contact:

- **NAME:** Terry Bangayan
- **TITLE:** Principal Accountant
- **PHONE:** 858-514-3226
- **MAIL STOP:** P-232
- **EMAIL:** Terry.Bangayan@SDCounty.ca.gov

LOS ANGELES COUNTY

Program Contact:

- **NAME:** R. Scott Stickney
- **TITLE:** Intergovernmental Affairs
- **PHONE:** 562-940-2468
- **MAIL STOP:** 9150 E. Imperial Highway, Downey, CA 90242
- **EMAIL:** Richard.Stickney@laprob.org

Accounting Contact:

- **NAME:** Laura Lambertson
- **TITLE:** Budget/Fiscal
- **PHONE:** 562-940-2751
- **MAIL STOP:** 9150 E. Imperial Highway, Downey, CA 90242
- **EMAIL:** Laura.Lambertson@laprob.org